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7 Counsel for Plaintiff

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10 **UNITED STATES DISTRICT COURT**
11 **DISTRICT OF NEVADA**

12 UNITED STATES OF AMERICA,)
13 Plaintiff,)
14 v.) 2:12-CR-236-JAD-(GWF)
15 VINAY BARARIA,)
16 Defendant.)
17

18 **SETTLEMENT AGREEMENT FOR ENTRY OF ORDER OF FORFEITURE AS TO**
19 **BHAVNA BARARIA AND ORDER**

20 The United States of America ("United States"), by and through Daniel G. Bogden, United
21 States Attorney for the District of Nevada, and Daniel D. Hollingsworth, Assistant United States
22 Attorney, and BHAVNA BARARIA, and his counsel, Kathleen Bliss of Lewis Brisbois Bisgaard &
23 Smith, LLP, stipulate as follows:

24 1. On June 26, 2012, the Grand Jury sitting in Las Vegas, Nevada returned a Seven-Count
25 Criminal Indictment against VINAY BARARIA for violations of Title 21, United States Code,
26 Sections 841(a)(1) and 846.

1 2. On December 19, 2013, VINAY BARARIA pled guilty to Count Two of a Seven-Count
2 Criminal Indictment charging him with Distribution of a Controlled Substance in violation of Title 21,
3 United States Code, Section 841(a)(1), and agreed to the forfeiture of property set forth in the Forfeiture
4 Allegations of the Criminal Indictment.

5 3. BHAVNA BARARIA knowingly and voluntarily agrees to the abandonment, the civil
6 administrative forfeiture, the civil judicial forfeiture, or the criminal forfeiture of the following property:

- 7 a. \$49,054.00 in United States Currency;
8 b. 2007 Jaguar XK, Vin # SAJWA43B875B07357;
9 c. Glock, .45 caliber, Model 21, serial number FWA258;
10 d. any and all ammunition; and
11 e. an *in personam* criminal forfeiture money judgment of \$40,225.00 in United States
12 Currency

13 (all of which constitutes "property").

14 4. BHAVNA BARARIA knowingly and voluntarily agrees to abandon or to forfeit the property
15 to the United States.

16 5. BHAVNA BARARIA knowingly and voluntarily agrees to relinquish all right, title, and
17 interest in the property.

18 6. BHAVNA BARARIA knowingly and voluntarily agrees to waive her right to any
19 abandonment proceedings, any civil administrative forfeiture proceedings, any civil judicial forfeiture
20 proceedings, or any criminal forfeiture proceedings ("proceedings") of the property.

21 7. BHAVNA BARARIA knowingly and voluntarily agrees to waive service of process of any
22 and all documents filed in this action or any proceedings concerning the property.

23 8. BHAVNA BARARIA knowingly and voluntarily agrees to waive any further notice to her, her
24 agent, or her attorney regarding the forfeiture and disposition of the property.

25 9. BHAVNA BARARIA knowingly and voluntarily agrees not to file any claim, answer,
26 petition, or other documents in any proceedings concerning the property.

1 10. BHAVNA BARARIA knowingly and voluntarily agrees to withdraw any claims, answers,
2 counterclaims, petitions, or other documents she filed in any proceedings concerning the property.

3 11. BHAVNA BARARIA knowingly and voluntarily agrees to waive the statute of limitations,
4 the CAFRA requirements, Fed. R. Crim. P. 7, 11, and 32.2, the constitutional requirements, and the
5 constitutional due process requirements of any abandonment proceeding or any forfeiture proceedings
6 concerning the property.

7 12. BHAVNA BARARIA knowingly and voluntarily agrees to waive her right to a trial on the
8 forfeiture of the property.

9 13. BHAVNA BARARIA knowingly and voluntarily agrees to waive (a) all constitutional, legal,
10 and equitable defenses to, (b) any constitutional or statutory double jeopardy defense or claim
11 concerning, and (c) any claim or defense under the Eighth Amendment to the United States Constitution,
12 including, but not limited to, any claim or defense of excessive fines or cruel and unusual punishments in
13 any abandonment proceeding, any civil administrative forfeiture proceeding, any civil judicial forfeiture,
14 or criminal forfeiture proceeding concerning the property.

15 14. BHAVNA BARARIA knowingly and voluntarily agrees to the entry of an Order of
16 Forfeiture of the property to the United States.

17 15. BHAVNA BARARIA understands that the forfeiture of the property shall not be treated as
18 satisfaction of any assessment, restitution, fine, cost of imprisonment or any other penalty that may be
19 imposed in addition to forfeiture.

20 16. BHAVNA BARARIA knowingly and voluntarily agrees to the conditions set forth in this
21 Settlement Agreement for Entry of Order of Forfeiture as to BHAVNA BARARIA, and Order
22 ("Settlement Agreement").

23 17. BHAVNA BARARIA knowingly and voluntarily agrees to hold harmless the United States,
24 the United States Department of Justice, the United States Attorney's Office for the District of Nevada,
25 the Drug Enforcement Administration, their agencies, their agents, and their employees from any claim
26 made by her or any third party arising from the facts and circumstances of this case.

1 18. BHAVNA BARARIA knowingly and voluntarily releases and forever discharge the United
2 States, the United States Department of Justice, the United States Attorney's Office for the District of
3 Nevada, the Drug Enforcement Administration, their agencies, their agents, and their employees from
4 any and all claims, rights, or causes of action of any kind that BHAVNA BARARIA now has or may
5 hereafter have on account of, or in any way growing out of, the seizures and the forfeitures of the
6 property in the abandonment, the civil administrative forfeitures, the civil judicial forfeitures, and the
7 criminal forfeitures.

8 19. Each party acknowledges and warrants that its execution of the Settlement Agreement is free
9 and is voluntary.

10 20. The Settlement Agreement contains the entire agreement between the parties.

11 21. Except as expressly stated in the Settlement Agreement, no party, officer, agent, employee,
12 representative, or attorney has made any statement or representation to any other party, person, or entity
13 regarding any fact relied upon in entering into the Settlement Agreement, and no party, officer, agent,
14 employee, representative, or attorney relies on such statement or representation in executing the
15 Settlement Agreement.

16 22. BHAVNA BARARIA knowingly and voluntarily acknowledges, understands, and agrees that
17 (a) federal law requires the Department of the United States Treasury and other disbursing officials to
18 offset federal payments to collect delinquent tax and non-tax debts owed to the United States and to
19 individual states (including past-due child support); (b) if an offset occurs to the payment to be made
20 pursuant to this agreement, they will receive a notification from the Department of the United States
21 Treasury at the last address provided by them to the governmental agency or entity to whom the offset
22 payment is made; (c) if they believe the payment may be subject to an offset, they may contact the
23 Treasury Department at 1-800-304-3107; (d) the terms of this settlement do not affect the tax obligations
24 fines, penalties, or any other monetary obligations **owed** to the United States or an individual state; and
25 (e) the exact sum delivered to Kathleen Bliss of Lewis Brisbois Bisgaard & Smith, LLP, on behalf of
26 ...

1 her, may well be a lesser sum, if the Treasury Offset Program reduces the amount in satisfaction of a debt
2 obligation.

3 23. After the property is forfeited in the civil and criminal cases and the United States District
4 Court has signed the Settlement Agreement concerning the property, within a practicable time thereafter
5 for the United States, the United States agrees to release to BHAVNA BARARIA the 2007 Jaguar XK
6 and one payment of \$16,830.50 in United States Currency which includes \$7,550 in United States
7 Currency; \$7,500 in United States Currency; and \$1,780.50 in United States Currency less any debt owed
8 to the United States, any agency of the United States, or any debt in which the United States is authorized
9 to collect, through Kathleen Bliss of Lewis Brisbois Bisgaard & Smith, LLP. BHAVNA BARARIA
10 knowingly and voluntarily agrees to fill out the Department of the United States Treasury Automated
11 Clearing House ("ACH") form accurately and correctly and submit it to the United States Attorney's
12 Office so that the payment of the money can be disbursed by electronic fund transfer. BHAVNA
13 BARARIA knowingly and voluntarily agrees the \$16,830.50 in United States Currency may be offset by
14 any debt owed to the United States, any agency of the United States, or any debt in which the United
15 States is authorized to collect.

16 24. The persons signing the Settlement Agreement warrant and represent that they have full
17 authority to execute the Settlement Agreement and to bind the persons and/or entities, on whose behalf
18 they are signing, to the terms of the Settlement Agreement.

19 25. This Settlement Agreement shall be construed and interpreted according to federal forfeiture
20 law and federal common law. The jurisdiction and the venue for any dispute related to, and/or arising
21 from, this Settlement Agreement is the unofficial Southern Division of the United States District Court
22 for the District of Nevada, located in Las Vegas, Nevada.

23 26. Each party shall bear her or its own attorneys' fees, expenses, interest, and costs.

24 27. This Settlement Agreement shall not be construed more strictly against one party than against
25 the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the
26 ...

1 parties; it being recognized that both parties have contributed substantially and materially to the
2 preparation of this Settlement Agreement.

3 IT IS HEREBY CERTIFIED, pursuant to 28 U.S.C. § 2465(a)(2), that there was reasonable cause
4 for the seizure and forfeiture of the property.

5 DATED: 4/4/14

DATED: April 7, 2014

DANIEL G. BOGDEN
United States Attorney

7 #12752
8 Angela Hanner for
9 KATHLEEN BLISS
LEWIS BRISBOIS BISGAARD & SMITH, LLP
Counsel for BHAVNA BARARIA

/s/ Daniel D. Hollingsworth
DANIEL D. HOLLINGSWORTH
Assistant United States Attorney

10 DATED: 4/2/14

11
12 Bhavna Bararia
13 BHAVNA BARARIA

16 IT IS SO ORDERED:

17
18 [Signature]
19 UNITED STATES DISTRICT JUDGE

20 DATED: April 7, 2014

1 one of the parties; it being recognized that both parties have contributed substantially and materially to
2 the preparation of this Settlement Agreement.

3 IT IS HEREBY CERTIFIED, pursuant to 28 U.S.C. § 2465(a)(2), that there was reasonable
4 cause for the seizure and forfeiture of the property.

5 DATED: _____

DATED: April 7, 2014

6 DANIEL G. BOGDEN
7 United States Attorney

8 _____
9 KATHLEEN BLISS
10 LEWIS BRISBOIS BISGAARD & SMITH, LLP
11 Counsel for BHAVNA BARARIA

/s/DANIEL D. HOLLINGSWORTH
DANIEL D. HOLLINGSWORTH
Assistant United States Attorney

12 DATED: _____

13 _____
14 BHAVNA BARARIA

15 IT IS SO ORDERED:

16 _____
17 UNITED STATES DISTRICT JUDGE

18 DATED: _____
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